

Ordinance 03-21

AN ORDINANCE OF THE TOWN OF WESTFIELD FOR ADOPTION OF THE
WESTFIELD PUBLIC WORKS
"WATER SERVICE RULES AND REGULATIONS"

WHEREAS, The Town of Westfield, Indiana, Hamilton County is governed by a duly elected town council; and

WHEREAS, the Town Council recognizes the need for rules and regulations to effectively administer the Water Service of the Westfield Public Works department.

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD TOWN COUNCIL THAT:

Section 1, The Westfield Town Council hereby adopts the Town of Westfield Public Works Department Water Service Rules and Regulations as defined in Exhibit "A"

Section 2. The actions of the town staff working under these Rules and Regulations are to be deemed in conformity with town policy.

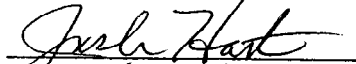
Section 3. Any current Town policy in effect contrary to these Rules and Regulations shall be deemed void. Any portion of the Rules and regulations that may be later deemed invalid shall not effect the remaining provisions.

Section 4. This ordinance shall be in full force and effect in accordance with Indiana Law, upon its passage by the Town Council, its publication in accordance with law, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby ordered repealed.

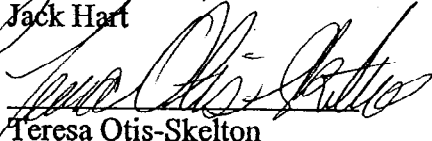
ADOPTED THIS 13 DAY OF Oct, 2003 BY
THE WESTFIELD TOWN COUNCIL.

WESTFIELD TOWN COUNCIL

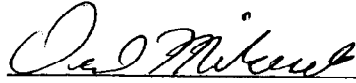
Voting For



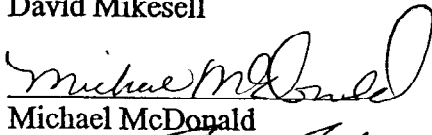
Jack Hart



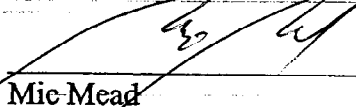
Teresa Otis-Skelton



David Mikesell



Michael McDonald



Mic Mead

Voting Against

Jack Hart

Teresa Otis-Skelton

David Mikesell

Michael McDonald

Mic Mead

Abstain

Jack Hart


Teresa Otis-Skelton

David Mikesell

Michael McDonald

Mic Mead

ATTEST:



Clerk-Treasurer, Cindy Gossard

This ordinance prepared by
Jerry Rosenberger, Town Manager

EXHIBIT "A"

RULES AND REGULATIONS FOR WATER SERVICE

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1 RULES AND REGULATIONS APPLICABLE TO WATER SERVICE

- 1.1 A copy of all Rates, Rules, and Regulations of the Town under which water service will be supplied is on file with the Town's Clerk Treasurer Office and may be inspected by the public.
- 1.2 All water service furnished by the Town shall be subject to these Rules and Regulations which shall be binding upon every Customer and which shall be part of the terms and conditions of every contract for water service, whether or not expressly incorporated therein and whether or not a signed application for water service is on file with the Town. The failure of the Town to enforce any of the terms of these Rules and Regulations shall not be deemed a waiver of its right to do so.
- 1.3 The Town shall supply free of charge a copy of the rate schedules applicable to the types of service available to new applicants and for existing Customers, upon request by the Applicant or Customer.

2 DEFINITIONS

- 2.1 "Applicant" means any person, firm, corporation or Governmental Unit who or which has made an application for water service.
- 2.2 "Battery setting of meters" means a system of pipe, valves, and fittings designed to accommodate two or more meters.
- 2.3 "Council" means the Westfield Town Council.
- 2.4 "Cross-Connection" means any physical arrangement, including cross connection control devices not in working order, whereby the Town's public water supply distribution system is directly connected, either continuously or intermittently, with a water supply source other than the Town's system (including any well, spring, cistern, lake, stream, tank, and appurtenances relating thereto), sewer, drain, conduit, pool, piping, storage reservoir, plumbing fixture, or other device which contains, or may contain, and is capable of imparting to the Town's water supply distribution system, contaminants, contaminated water, sewage, or other waste or liquid of unknown or unsafe quality.
- 2.5 "Customer" means any person, firm corporation or Governmental Unit taking water service from the Town.

- 2.6 “Customer Service Pipe” means that portion of the water service pipe from the end of the Town Service Pipe to the Customer’s Premises, installed at the cost and expense of the Customer.
- 2.7 “Depositor” means any person, firm, corporation or governmental unit making a deposit with the Town.
- 2.8 “Detector Device” means a specialized check valve commonly installed on a Service Pipe which is designed to force the small water flows associated with leakage or misuse of water through a metered bypass while allowing the larger water flows associated with a fire emergency to flow unobstructed.
- 2.9 “Disconnection” means the termination or discontinuance of water service.
- 2.10 “Distribution main” means a water pipe owned, operated, or maintained by the Town which is used for the purpose of distribution of water, and to which is used for the purpose of distribution of water, and to which Service Lines are connected.
- 2.11 “Fire line meter” means a device which measures and records the quantity of water supplied to a Customer both for private fire service and for use other than private fire service.
- 2.12 “General water service” means the provision or use of water service for any purpose other than for the extinguishment, or potential extinguishment, of fire.
- 2.13 “Governmental Unit” means any municipality or other political subdivision or agency of the State of Indiana or the Federal Government.
- 2.14 “Meter” means a device which measures and records the quantity of water supplied to a Customer.
- 2.15 “Premises” means:
- (a) A single building or structure owned or leased by a Customer and occupied or used as one residence or place of business; or
 - (b) A combination of buildings or structures owned or leased by a Customer, which is located on a single site, and within which such Customer constructs, operates and maintains its own secondary water distribution system. Such site may be composed of one or more contiguous parcels of land, not separated by public streets or highways. Private roadways through the site shall not be considered as dividing or separating the same into more than on premises; or

- (c) Each unit of a double or multiple unit building wherein each unit is under separate ownership; or
 - (d) Each unit of double or multiple unit building wherein the Customer's service pipe for each unit is connected to a separate Company service pipe; or
 - (e) A building owned or leased by a Customer, having two or more apartments, residences, offices, or suites or offices; or
 - (f) A trailer park, area or site in which space is rented or leased for the parking and occupancy of trailers or mobile homes.
- 2.16 "Rules" or "Rule" means to these Rules and Regulations unless the context otherwise requires.
- 2.17 "Service Pipe" means the pipe that runs between the distribution main and the Customer's Premises, and includes all of the necessary pipe, fittings, valves, and appurtenances.
- 2.18 "Residential Customer" means a person taking water service exclusively for residential purposes.
- 2.19 "Town" means the Town of Westfield acting through its officers, manager, employees, and agents.
- 2.20 "Town Service Pipe" means that portion of water service pipe, extending from the distribution main to and including the curb stop, or the outlet connection of the meter setting when installed at or near the curb or property line.

3 APPLICATION FOR GENERAL WATER SERVICE

- 3.1 All persons, firms, corporations, or Governmental Units desiring general water service must make application to the Town in a manner prescribed by the Town, setting forth all purposes for which water will be used upon the Premises for which service is requested.
- 3.2 Applications for general water service, when accepted by the Town, shall cover only the Premises and uses applied for, and Customers are prohibited from selling or giving away water or granting privileges to anyone to use water not specifically included in the accepted application.
- 3.3 Upon and after acceptance by the Town of an application for water service to a Premises, the Customer shall be liable for all water service furnished to such Premises until the Town has terminated service to the Premises.

- 3.4 Any change in the identity of a Customer at a Premises will require a new application, and the Town may, after notice provided by these Rules, discontinue water service until such new application has been made and accepted. This change is subject to an Administrative Account Change Fee as provided in Exhibit "A" herein.
- 3.5 Water service for a double or multi-unit single metered premises shall be applied for only by the owner or the lessee in control of the Premises by a written lease agreement.

4 SPECIAL APPLICATIONS FOR WATER SERVICE

- 4.1 Water service for any of the following purposes must be specifically applied for, and will not be accepted by the Town until the special terms and conditions applicable thereto, if any, have been agreed to in writing by the Applicant:
- (a) Building and construction purposes;
 - (b) Condominiums, cooperative apartments, and housing developments;
 - (c) Multiple Premises under common ownership located on a single site undivided by public streets, and requiring service to each individual Premises through a secondary distribution system not owned or operated by the Town;
 - (d) Public or private fire service;
 - (e) Transient or temporary purposes;
 - (f) Shopping centers;
 - (g) Trailers and trailer courts;
 - (h) Water for resale;
- 4.2 Water service shall not be provided for resale except to another utility. However, the Town is under no obligation to provide resale service to another utility. Agreements for the sale of water for resale may contain minimum bill or minimum purchase obligation provisions.

5 PRIVATE FIRE SERVICE

- 5.1 Private fire service for the purpose of supplying water to be used for the extinguishment of fire shall be installed only after the approval in writing by the Town of and subject to the terms and conditions contained in, an application for private fire service. All applications for private fire service shall also be submitted to the Public Works Department for the written approval of the Chief of the Fire Department having jurisdiction of the Premises to be served by such service.
- 5.2 An application for private fire service will not be approved unless there is suitable water volume and pressure available in the distribution main abutting the Premises to be supplied by such service. An application for private fire service must also satisfy the requirements of Rule 22 regarding cross-connections.
- 5.3 The Applicant shall furnish, attach and make a part of the Application, three (3) complete sets of drawings detailing the system design in compliance with appropriate regulatory agency's rules, regulations, or code showing the pipes, valves, hydrants, tanks, openings, and appurtenances contemplated in the Application. Such drawings must also show any other water supply system and pipe lines and appurtenances which may exist on the Premises. Also, a check (made out to the Town of Westfield) in the amount described in Exhibit "A" herein for executing the application shall be provided.
- 5.4 The Town shall approve the size and location of any new connection made to a distribution main for private fire service. The Customer shall install the connection to the distribution main and the Service Pipe from the distribution main to the Customer's Premises witnessed by the Town's representative. The Town shall, at its expense maintain or replace the connection to the distribution main to the curb or Customer's property line.
- 5.5 After the commencement of private fire service, the Customer must obtain in advance the approval of the Town for any change, alteration, or addition in the fixtures, openings and uses specified in the Application. Also, the Customer must complete Rule 5.3 again with the following changes. Customer must fill out an Application for Existing Fire Service and provide a check (made out to the Town of Westfield) in the amount described in Exhibit "A" herein for executing the application.
- 5.6 The private fire service Customer shall be entitled to receive, but only at times of fire on the Premises, such supply of water as shall then be available from the Town's distribution main and no other or greater supply. The Town (Department of Public Works) shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any Customers, persons or property against loss or damage by fire and

it shall have no liability on account of any injury to property or persons by reason of fire, water, used for the extinguishment of fire, or failure of water supply or pressure during a fire.

- 5.7 No pipe or fixtures connected with a private fire Service Pipe served by the Town shall be connected with pipes or fixtures supplied with water from any other source.
- 5.8 Unless otherwise provided in a written agreement between the Applicant and the Town, Service Pipes for private fire service shall be distinct and separated from Service Pipes used for general water service. A private fire service connection is furnished for the sole purpose of supplying water for the extinguishment of fires, and the use of water from such a connection for any other purpose is absolutely prohibited.
- 5.9 Where one Service Pipe is used for both general water service and private fire service pursuant to a written agreement, separate charges will be made for each type of use. The charge for private fire service will be based on the size of the Service Pipe supplying the Premises, and the charge for general water service will be based on the consumption volume. The responsibility for installation and maintenance of such a combination Service Pipe shall be the same as provided for private fire service.
- 5.10 Private fire service shall be furnished through a Service Pipe guarded by an approved fire line meter or detector device unless otherwise provided in a written agreement between the applicant and the Town. The detector device shall be furnished and installed by the Customer at the Customer's expense. The fire line meter or detector device shall be located at a point approved by the Town. The detector device shall be maintained by and at the expense of the Customer, subject to the inspection and approval of the Town. The bypass meter, used with the detector device, or the fire line meter, shall be installed and maintained by the Town at the Customer's expense.
- 5.11 Private fire service includes only the water used for the extinguishment of fires and necessary for the testing of fire service facilities on the Premises. Unauthorized use of water for purposes other than those specified will subject the customer, after notice as provided in these Rules, to termination of private fire service.
- 5.12 Under no circumstances shall anti-freeze or any other foreign substance, not specifically approved by the Indiana Department of Environmental Management as non-detrimental to the public water supply, be permitted in sprinkling systems or any other part of the Customer's private fire service system.

- 5.13 The Customer's private fire service system shall be subject to the inspection, testing, and acceptance by the Town before commencement of service, and at such times thereafter as may be deemed necessary or appropriate by the Town. Notwithstanding the acceptance by the Town, the Customer shall be solely responsible for the design, adequacy, function and maintenance of its private fire service system.
- 5.14 Hydrants and other fixtures connected with a private fire service system may be sealed by the Town and any such seal may be broken only in case of fire or as specifically permitted by the Town for testing or other approved purposes, and the Customer shall immediately notify the Town of the breaking of any such seal.
- 5.15 Whenever a private fire service system is proposed to be tested, the Customer shall notify the Town at least two (2) business days in advance of such proposed test, requesting approval of the day and hour when the test is to be made, so that the Town's system will not be adversely affected, and further so that, if desired, the Town may have an inspector present during the test.
- 5.16 Private fire hydrants shall be painted any color other than the color adopted by the local fire department (having jurisdiction over the hydrants) for public fire hydrants.
- 5.17 If required by the Fire Department having jurisdiction of the Premises, a gate valve with post indicator controlling the entire supply shall be placed at the curb or property line of the street in which the main is located or at such other point as may be approved by the Town, and shall be furnished, installed, and maintained by and at the expense of the Customer, and unless otherwise approved by the Town, the valve shall be installed in a valve vault which shall also be furnished, installed, and maintained by and at the expense of the Customer.

6 PUBLIC FIRE SERVICE

- 6.1 In areas outside municipal boundaries where public fire hydrants are installed as a part of a main extension or installed on existing mains at the expense of another party, each Customer taking service from such main shall pay a monthly public fire protection surcharge, as provided in the Town's Water Service Rates and Charges as depicted in Exhibit "A" herein.
- 6.2 Public fire hydrants shall be maintained by the Town.
- 6.3 The use of fire hydrants shall be restricted to the taking of water for the extinguishing of fires, and water shall not be taken from any fire hydrant for construction purposes, sprinkling streets, flushing trenches, sewers or gutters

or for any other use, unless specifically authorized in writing by the Town as to the time, location and use and in accordance with the Town's Water Service Rates and Charges (Exhibit "A") herein.

- 6.4 No person, except for the legitimate purpose of extinguishing fires, shall open any fire hydrant without the consent of the Town in writing.
- 6.5 No hydrants shall be opened while a fire is burning or being extinguished except those actually used on the fire.
- 6.6 Any person opening a hydrant shall remain in the immediate vicinity and in control of the hydrant during the time the hydrant is open, and shall close the hydrant immediately after its use is no longer required.
- 6.7 Any Governmental Unit and others, who may be specifically authorized by the Town to operate fire hydrants, shall notify the Town as soon as possible after any hydrant has been opened.
- 6.8 The Town shall have no responsibility or liability for any damage or injury caused by persons operating fire hydrants. Any persons or representatives authorized by the Town to operate hydrants that cause damage to a hydrant while operating shall be responsible for the cost of repairing the hydrant.

7 INSTALLATION AND MAINTENANCE OF SERVICE PIPES

- 7.1 Subject to the Town Rules and Regulations on main extensions and subject to the terms of any applicable main extension agreement, the Customer will be required to install the Town Service Pipe at the Customer's expense in order to furnish general water service pursuant to an accepted application, provided the Premises to be served abuts a street, highway or right-of-way in which a distribution main is located. Installation shall meet the approved standards and specifications of the Town.
- 7.2 Town Service Pipes supplying a Premises shall not pass through or across any other Premises or property. Each Premises shall have its own Service Pipe, and no water pipes or plumbing in any Premises shall be extended there from to any other Premises.
- 7.3 The Town's authorized representatives will make all connections to its distribution mains and will specify the size, kind, quality and location of all materials used in the Town Service Pipe and Customer Service Pipe. This will be done at the Customer's cost.
- 7.4 The Town Service Pipe shall be furnished and installed by the customer meeting all standards and specifications of the Town. Ownership and

maintenance will be the responsibility of the Town and shall remain under its sole control and jurisdiction.

- 7.5 Service Pipes for private fire service connections from the distribution main to the curb or property line shall be installed and maintained in accordance with Rule 5.
- 7.6 The Customer Service pipe shall be installed and maintained by the Customer, free from leaks and other defects, at the Customer's expense and risk, and for failure to do so, water service may be discontinued. The Customer Service Pipe shall be installed in accordance with applicable governmental regulations and Town specifications below the frost line on firm and continuous earth so as to give unyielding and permanent support.
- 7.7 The Customer Service Pipe and all connections and fixtures attached thereto shall be subject to the inspection of the Town before water will be turned on, and all Premises receiving a supply of water and all Service Pipes, meters, and fixtures, including any and all fixtures within the Premises, shall at all reasonable hours be subject to inspection by any duly authorized employee of the Town.
- 7.8 The Customer shall install the Customer Service Pipe to the curb or property line at a point approved by an authorized employee of the Town.
- 7.9 Where the Town Service Pipe is already installed to the curb or property line, the Customer Service Pipe shall be connected to the Town Service Pipe and installed per the Town's specifications.
- 7.10 A Customer's Service Pipe which is irregularly located because there was not a distribution main abutting the Premises at the time such Service Pipe was installed shall, at the Customer's expense, be relocated and connected to a new Town main abutting the Premises when it becomes necessary for such Service Pipe to be repaired or replaced.
- 7.11 No fixture shall be attached to, or branch made in, the Town Service Pipe between the meter and the distribution main, other than by authorized employees of the town.
- 7.12 A Premises shall not be served by more than one Customer Service Pipe unless otherwise approved by the Town in writing.
- 7.13 If a Customer, occupant, owner, or any agent thereof in making an attachment or in shutting off or turning on water, should not properly replace the curb box cap or meter lid, or damages the curb stop, curb box, copper setter, or other property of the Town, repairs shall be made only by the Town's authorized representative, but at the Customer's expense.

7.14 The Customer shall install and properly maintain a shut off valve of a type approved by the Town on the Customer Service Pipe immediately inside the foundation wall in a readily accessible location, protected from the possibility of freezing.

7.15 If a Customer chooses to install a lawn watering system, it must include an approved backflow prevention device.

7.16 If a Customer chooses to connect an irrigation system to the Customer's Service Pipe it shall be done according to the Town's Specification and Standards Manual. Also, a Lawn Irrigation Permit must be acquired and the applicable fee paid as provided in Exhibit "A" before any such connection will be authorized.

- (1) Installation of sprinkling systems should in no way damage the meter pit. All irrigation system installations shall take place outside the meter pit as described in the standards and specifications manual of the department.
- (2) The device must be tested at the time of installation by a Certified Back Flow Device Tester, with a copy of the test result sent within (30) days of installation addressed to the Town of Westfield Public Works Department at 2706 East 171st Street, Westfield, IN 46074.
- (3) The device must be tested by a certified Back Flow Device Tester at least once a year or at time of turn on. A written test report should be sent to the same as indicated in Rule 7.16 (2).

8 SERVICES INSTALLED IN ADVANCE OF PAVING

8.1 The Town reserves the right to require that Customer's provide Town Service Pipes before paving during the construction or laying of new water mains at the Customer's expense.

9 METERS

9.1 Water shall be supplied to all Customers by meter measurement only, excepting public fire service, sales of water to tank trucks of known capacity and to those Customers having private fire service connections and receiving service under an application for private fire service, and the Town shall have the right to place a meter on any Service Pipe and charge for water service by meter measurement.

- 9.2 All meters, except as otherwise elsewhere provided in these Rules shall be furnished, installed, maintained, tested, repaired, removed, and replaced only by and at the expense of the Town and shall remain its property; but in case of damage to a meter by reason of any act, neglect or omission on the part of the Customer (such as damages occasioned by fire, frost, hot water, accident, thawing procedure or misuse), the Customer shall reimburse the Town for the cost of repairing or replacing the meter on presentation of a bill therefore.
- 9.3 The Town reserves the right to determine the kind, size, type, and number of meters that shall be placed on any Service Pipe.
- 9.4 Meters may be located either in an outdoor meter box or vault, or inside the Customer's building or structure, at the option of the Town. In all cases meters will be placed in outdoor meter boxes or vaults if possible. The properly authorized employees of the Town shall have right to enter upon Premises of the Customer at reasonable times for the purpose of reading, inspecting, removing, repairing, replacing or testing the meter or meters of the Town.
- 9.5 If the meter or battery setting of meters is to be installed inside the building or structure, it shall be located in a clean, dry, safe place and protected from freezing and hot water, and not subject to wide temperature variations, which location must be acceptable to the Town, so that the meter may easily be examined, read or removed. The Customer shall, at his expense, provide suitable pipe connections and shut-off valves, one each at the inlet and outlet sides of the meter or battery setting of meters, and such other fittings as may be designated by the Town.
- 9.6 If the meter box or battery setting of meters is to be installed in a meter box or vault located outside the foundation walls of the building or structure supplied, the meter box or vault shall be located in a convenient and readily accessible location. Meter boxes or vaults and settings shall be furnished and installed by the Customer per the Town's standards and specifications at the expense of the Customer.
- 9.7 The location of any meter box or vault shall be placed under the direction of the Town. The meter box or vault must be constructed to protect the meter from freezing and damage by vehicular traffic and its location and design shall prevent, as far as possible, the inflow of surface water.
- 9.8 Separate Premises shall be separately metered and billed, and only one Premises shall be supplied through one meter or meter setting.
- 9.9 The Town reserves the right to put seals on all meters or meter couplings.

- 9.10 After a meter is installed by the Town, a Customer shall not remove the meter or cause the meter to be removed by anyone other than the Town. Any plumbing or piping modifications which would result in the relocation of the meter, must first be approved by the Town in writing. The resetting of the meter will be subsequently done by the Town at the Customer's expense.
- 9.11 The Town may at any reasonable time remove any meter for routine tests, repair or replacement and may test any meter when the Town has reason to believe that it is registering inaccurately.
- 9.12 If the Town determines that it is desirable in order to facilitate meter reading, an external reading register may be installed outside the building or structure at an accessible location.
- 9.13 Meters may register in either U.S. gallons or cubic feet. Meter readings in units of hundred cubic feet may be converted to units of thousand gallons for billing purposes. The factor used for making a conversion from hundred cubic feet to thousand gallons shall be based on one cubic foot being equivalent to seven and one-half (7.5) U.S. gallons.

10 MULTIPLE METER SETTINGS

- 10.1 When more than one meter setting is installed on a Customer's Premises at the request of the Customer or due to conditions existing upon the Premises of the Customer, each meter setting shall be treated separately as if it belonged to a separate Customer, and the registrations and service charges of such meters will not be combined for billing.

11 METER TESTS AND TESTING EQUIPMENT

- 11.1 The Town shall provide and maintain suitable equipment and facilities for testing, maintaining, and repairing meters.
- 11.2 Where portable test meters are used to determine the accuracy of meters in service, they shall be recalibrated by suitable testing apparatus at sufficiently frequent intervals to insure correct registration at the specified rates of flow.
- 11.3 All meters and appurtenances used for measuring quantity of water delivered to a Customer shall be in good mechanical condition and shall be adequate in size and design for the type of service which they measure and shall be accurate to within the generally accepted standards.
- 11.4 For determination of minimum test flow and normal test flow limits, the following specifications will be used for displacement type cold water meters:

Nominal Meter Size (inches)	Minimum Test Flow (GPM)	Normal Test Flow Limit (GPM)
5/8	1/4	1-20
3/4	1/2	2-30
1	3/4	3-50
1 1/2	1 1/2	5-100
2	2	8-160
3	4	16-300
4	7	28-500
6	12	48-1000

11.5 Displacement meters shall be tested at three test flows: One at the minimum test flow, one at the not more than 10% of the maximum normal test flow limit, and one not less than 35% of the maximum normal test flow limit. A meter shall not be placed in service if it registers less than 95% of the water passed through it at the minimum test flow or over or under registers more than 1 1/2% in the normal test flow limits, with the exception that a repaired meter shall register not less than 90% of water passed through it at the minimum test flow, and shall not over or under register more than 2% in the normal test flow limits.

11.6 The Town will make a test of accuracy of registration of a meter upon written request by the Customer. A second test of the Customer's meter may be requested by the Customer after (12) months. If the accuracy of a meter is found to be within the tolerances listed in Rule 11.5, the Customer may be required to bear the full cost of any subsequent test of the Customer's meter if requested less than (36) months after the preceding test as established within the Town schedule of rates. A written report giving the results of such tests will be made to the Customer within ten (10) days after the test is completed.

11.7 Upon written application and the payment of the required fee to the Town by any Customer, a test will be made of the Customer's meter. The test shall be made between the times of 7:30am and 4:30pm Monday through Friday. If the Customer shall choose to be present they must indicate that on the application in order for the Town to schedule accordingly.

12 MODIFICATION AT CUSTOMER'S EXPENSE

12.1 If a Customer requests for the Customer's convenience, or by Customer's actions requires, that the Town's facilities be relocated, removed, or modified, the Town may require the Customer to reimburse it for all cost of performing such service. Any relocation, removal or modification of Town's facilities requested by a Customer will be made only if and to the extent that

such relocation or modification is compatible with good water utility construction and operation practices.

13 ADJUSTMENT OF BILLS

13.1 The quantity of water recorded by the meter shall be conclusive upon both the Customer and the Town, except as provided herein.

13.2 Whenever it is discovered that a meter is not registering correctly, adjustments covering such inaccuracy shall be made as followed:

- (1) **Fast Meters.** When a meter is found to have a positive average error, i.e., is fast, in excess of two (2) percent, the Town shall refund or credit the customer's account with the amount in excess of that determined to be an average charge for one-half of the time elapsed since the previous test, or (1) year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be fast. No part of a minimum service charge need be refunded.
- (2) **Stopped or Slowed Meters.** When a meter is stopped or has a negative average error, i.e., is slow, in excess of two (2) percent, the Town may charge the customer an amount estimated to be an average charge for one-half of the time elapsed since the previous test or (1) year, whichever period is shorter. This average charge shall be calculated on the basis of units registered on the meter over corresponding periods either prior or subsequent to the period for which the meter is determined to be slow or stopped. Such action may be taken only in cases where the Town is not at fault for allowing the stopped or slow meter to remain in service.

13.3 In the event metered water service subject to a service charge is interrupted for a reason other than the act of the Customer or the condition of Customer-controlled facilities, and water service remains interrupted for more than two (2) days after being reported or found to be out of order, an appropriate service charge adjustment shall be made. Any such Customer adjustment shall be computed by adjusting the applicable service charge on the basis of a 30-day month.

13.4 Any other determinable billing error, including incorrect rate application, shall be adjusted to the known date of error or one (1) year, whichever is shorter.

14 DEPOSIT TO INSURE PAYMENT OF BILLS

14.1 The Town shall determine the creditworthiness of residential applicants or Customers in an equitable and nondiscriminatory method:

- (a) without regard to the economic character of the area wherein the applicant or Customer resides; and
- (b) solely upon the credit risk of the individual without regard to the collective credit reputation of the area in which he or she lives.

14.2 Each new applicant for residential water service shall be deemed creditworthy and shall not be required to make a cash deposit as a condition of receiving service if the applicant satisfies the following criteria:

(1) If the applicant has been a Customer of any utility within the last (2) years, the applicant:

- (a) owes no outstanding bills for service rendered within the past four (4) years by any such utility;
- (b) during the last twelve (12) consecutive months that the service was provided, did not have more than two (2) bills that were delinquent to any utility or, if service was rendered for a period for less than (12) months, did not have more than (1) delinquent bill in such period; and
- (c) within the last (2) years did not have a service disconnected by a utility for nonpayment of a bill for services rendered by that utility.

(2) If the applicant has not been a Customer of the Town during the previous two (2) years, any two (2) of the following criteria are met:

(A) The applicant either:

- 1. has been employed by his or her present employer for two (2) years.
- 2. has been employed by his or her present employer for less than (2) years; or

3. has been employed by the present employer for less than two (2) years and has no previous employment due to recently:

- a. graduating from a school, university, or vocational program; or
- b. being discharged from the military service.

(B) The applicant either:

- 1. owns or is buying his or her home; or
- 2. is renting a home or an apartment and has occupied the premises for more than (2) years.

(C) The applicant has credit cards, charge accounts, or has been extended credit by a bank or commercial concern unless a credit check shows that the applicant has been in default of any such account more than twice within the last twelve (12) months.

14.3 If the Town requires a cash deposit as a condition of providing service, then it must immediately notify the applicant in writing stating the precise facts upon which the Town based its decision and provide the applicant with an opportunity to rebut such facts and show other facts demonstrating his or her creditworthiness.

14.4 The Town may require a present Customer to make a reasonable cash deposit when:

- (1) the Customer has been mailed disconnect notices for two (2) consecutive months;
- (2) the Customer has been mailed disconnect notices for any three (3) months within the preceding twelve (12) month period;
- (3) the service to the Customer has been disconnected within the past four (4) years pursuant to rule 17 herein.

14.5 The amount of such deposit may not exceed an amount equal to a water bill based on 5000 gallons of usage. In all cases where deposits are requested the full deposit must be paid in order to receive service.

14.6 Requirements for refunds shall be as follows:

- (1) Any deposit shall be promptly refunded to the Customer upon the Customer's request when the Customer;
- (2) Submits satisfactory payment for a period of either:
 - (a) nine (9) successive months; or
 - (b) ten (10) out of any (12) consecutive months without late payment in two (2) consecutive months; or
 - (c) demonstrates his or her creditworthiness as provided in subsection 14.2.

14.7 All refunds will be issued in the form of credits on the appropriate account whenever possible.

14.8 Following customer-requested termination of service, the Town shall:

- (1) apply the deposit to the final bill and distribute any remaining balance to the Customer through the Town's claim process.

14.9 The Town shall maintain a record of each applicant or Customer making a deposit that shows the following:

- (1) The name of the Customer
- (2) The current address of the customer so long as he or she maintains an active account with the Town in his or her name.
- (3) The amount of the deposit.
- (4) The date the deposit was made.
- (5) A record of each transaction affecting such deposit.

14.10 Each Customer shall be provided a written receipt from the Town at the time his or her deposit is paid in full. The Town shall provide a reasonable method by which a customer who is unable to locate his or her receipt may establish that he or she is entitled to a refund of the deposit.

14.11 Any deposit made by the applicant, Customer, or any other person to the Town (less any lawful deductions), or any sum the Town is ordered to refund

for utility service, that has remained unclaimed for one (1) year after the Town has made diligent efforts to locate the person who made such deposit or the heirs of such person, shall be presumed abandoned and treated in accordance with IC 32-9-1.5-20(c)(10).

14.12 A deposit may be used by the Town to cover any unpaid balance following disconnection of service under Rule 17 herein.

14.13 The Town may require from any non-residential Applicant, as a guarantee against the non-payment of bills, a cash deposit equal to the amount payable for service for any regular billing period plus (30) days as estimated by the Town. In all cases, where the consumption in a billing period is in excess of that covered by the deposit, the Town may increase the amount of deposit required, but such deposit shall not exceed an amount for service for a billing period plus (30) days.

15 TERMS AND CONDITIONS OF BILLING

15.1 Private fire service charges shall be payable monthly in arrears.

15.2 Public fire service charges shall be payable monthly in arrears.

15.3 Bills for general water service shall be rendered and payable monthly in arrears.

15.4 Customer meters shall be read on a monthly basis.

15.5 Special and non-recurring charges shall be payable on demand.

15.6 All bills for water service are due and payable at a payment address of the Town during normal business hours on or before the due date printed on the bills, and are considered delinquent if not paid by such date.

15.7 All bills will be sent to the address provided by Customer unless the Town is notified by the Customer of a change of address. Customers are responsible for furnishing the Town with their correct addresses. Failure to receive bills will not be considered an excuse for nonpayment nor permit an extension of the date when the account shall be delinquent.

15.8 The use of water by the same Customer at different Premises will not be combined for billing purposes, and the service pipe to each Premises will be billed separately.

15.9 The charges follow the Customer. Moving from one Premises to another does not release the Customer from an obligation for any unpaid charges for service at a previous Premises. If such charges for service at a previous

Premises remain unpaid for more than forty-five (45) days after moving to the new Premises, such unpaid charges become delinquent, and service to the new Premises may be discontinued after proper notice as explained in Rule 17 herein.

15.10 The Town may estimate the bill of any Customer for good cause, including, but not limited to: request of the Customer; inclement weather; labor disputes; inaccessibility of a Customer's meter if the Town has made a reasonable attempt to read it; and other circumstances beyond the control of the Town or its agents and employees. Estimated usage shall be based on historical usages, where available, or on the average monthly usage for the Customers.

15.11 When a check that has been received as payment for water service is returned by the bank unpaid, due to insufficient funds, or an automatic debit to the Customer's approved bank account as payment for water service is not recognized due to insufficient funds, an insufficient funds charge shall be assessed by the Town as provided in the Town's Water Service Rates and Charges as depicted in Exhibit "A" herein.

15.12 In areas outside the corporate limits of the Town where public fire hydrants are installed as a part of a main extension, each Customer shall pay a monthly public service surcharge, as provided in the Town's Water Service Rates and Charges as depicted in Exhibit "A" herein.

16 CUSTOMER COMPLAINTS AND REQUESTS FOR CONFERENCE

16.1 A Customer may complain at any time to the Town about any bill which is not delinquent at that time, security deposit, disconnection notice, or any other matter relating to its service and may request a conference thereon. Any such complaint may be made by telephone, in writing, or by completing a form provided upon request from the Town. In making a complaint and/or request for conference the Customer shall state at the minimum, the Customer's name, service address, and the general nature of the complaint.

16.2 Any such complaint shall be investigated and disposed of by the Town. Review of the disposition of such a complaint by Town is subject to review by the Town Manager and Town Council. Any customer may appeal to the Town Council if they desire at any time.

17 DISCONNECTION OF WATER SERVICE

17.1 Upon Customer's Request

- (1) The Customer shall notify the Town at least three (3) days in advance of the day disconnection is desired. The Customer shall

remain responsible for all service used and the billings therefore until service is disconnected pursuant to such notice.

- (2) Upon request by a Customer to disconnect service, the Town shall disconnect service within three (3) working days of the requested disconnection date. The Customer shall not be liable for any service rendered to such address or location after the expiration of these three (3) days.

17.2 Without Customer's Request

- (1) The Town may disconnect service without request by the Customer and without prior notice:
 - (a) if a condition dangerous or hazardous to life, physical safety or property exists; or
 - (b) upon order by any court or duly authorized public authority; or
 - (c) if fraudulent or unauthorized use of water is detected and the Town has reasonable ground to believe the affected Customer is responsible for such use; or
 - (d) if the Town's regulating or measuring equipment has been tampered with and the Company has reasonable grounds to believe that the affected Customer is responsible for such tampering.
- (2) Subject to the requirements of the Town Rules, the Town, upon providing the Customer with (7) days prior written notice, may disconnect water service for violation of these Rules, for non-payment of a bill which has become delinquent, for non-payment of a municipal sewer bill to the extent authorized by Indiana Code 36-9-25-11.5 and 12 and 36-9-23-6, or for other good cause.
- (3) Written notification as required by Rule 17 herein may be given by letter, bill, statement, or post card, deposited in the United States mail or such notice may be given by door card by any authorized agent of the Town. The notice shall be considered given when the door card is delivered to the Premises. All other notices shall be considered given when deposited in the United States mail.

17.3 Prohibited Disconnection

- (1) Except as otherwise provided in Rules 17.1 and 17.2 (a), the Town shall postpone the disconnection of service to a residential

Customer for ten (10) days if, prior to the disconnect date specified in the disconnect notice, the Customer provides the Town with a medical statement from a licensed physician or public health official which states that disconnection would be a serious and immediate threat to the health or safety of a designated person in the household of the Customer. The postponement of disconnection shall be continued for one additional ten (10) day period upon the provision of an additional such medical statement.

- (2) The Town may not disconnect service to a Customer:
- (a) for failure to pay for merchandise or appliances purchased from the Town furnishing the water;
 - (b) for failure to pay for the service rendered at a different metering point, residence, or location if such bill has remained unpaid for less than forty-five (45) days;
 - (c) for failure to pay for water services to a previous occupant of the Premises unless the Town has good reason to believe the Customer is attempting to defraud the Town by using another name;
 - (d) for failure to pay for a different form or class of utility service, except as authorized by Indiana Code 36-9-25-11.5 and 12 and 36-9-23-6.
 - (e) for non-payment of a bill if the Customer shows cause for the Customer's inability to pay the full amount due (financial hardship shall constitute cause), and the Customer:
 - i. pays a reasonable portion of the bill (not to exceed \$10 or one tenth 1/10) of the bill, whichever is less, unless the Customer agrees to a greater portion); and
 - ii. agrees to pay the remainder of the outstanding bill within three (3) months; and
 - iii. agrees to pay all undisputed future bills for service as they become due; and
 - iv. has not breached any similar agreement with the Town made pursuant to this rule within the past twelve months; or

(g) for non-payment of a bill if the Customer is unable to pay a bill, which is unusually large due to a prior incorrect reading of the meter incorrect application of the schedule of rates and charges, incorrect connection or functioning of the meter, prior estimates where no actual reading was taken for over two months, stopped or slow meter, or any human or mechanical error of the Town, and the Customer:

- (a) pays a reasonable portion of the bill, not to exceed an amount equal to the Customer's average bill for twelve (12) bills immediately preceding the bill in question; and,
- (b) agrees to pay the remainder of the bill within three (3) months; and
- (c) agrees to pay all undisputed future bills for service as they become due.

18 RECONNECTION OF WATER SERVICE AFTER DISCONNECTION

18.1 When it has been necessary to discontinue water service to any Premises a reconnection charge will be made to cover the expense of turning on the water service as set forth in the Town's schedule of rates and charges.

18.2 The Town will reconnect the service to the Customer as soon as reasonably possible but at least within one (1) working day after it is requested to do so; provided, however, that the Town shall not be required to reconnect the service until:

- (1) the conditions, circumstances or practices which caused the disconnection have been corrected; and
- (2) payment of all delinquent charges owed the Town by the Customer and any deposit authorized by these rules has been made; and
- (3) a responsible person is present in the Premises to see that all water outlets are closed to prevent damage from escaping water, unless waived by the Customer. Waiver must be issued in writing on the appropriate form supplied by the Town to the Customer.

18.3 Water service which has been disconnected may be reconnected only by the Town.

19 CUSTOMERS REQUIRING UNINTERRUPTED SUPPLY

19.1 The Town will endeavor to provide reasonable water service but does not guarantee a sufficient or uniform pressure or an uninterrupted supply of

water, and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply at a uniform pressure must be assured, such as for steam boilers, hot water systems, gas engines, fire service, etc.

- 19.2 The Town will not be responsible for any accidents or damages relating to fixtures or devices taking a supply of water directly from Service Pipes, which depend upon the hydraulic pressure of the distribution system of the Town for supplying water under working pressure. Customers making such attachments do so at their own risk.

20 INTERCEPTING TANK REQUIRED FOR LARGE CUSTOMERS

- 20.1 Customer Service Pipes or private fire service connections shall not be connected to the suction side of pumps, unless approved by the Town in writing. Customer uses which require a large quantity of water within a short period of time will not be permitted except through intercepting or intermediate storage tanks, unless approved by the Town in writing.
- 20.2 The inlet connection for tanks attached directly or indirectly to the Town Service Pipes or private fire service connections shall discharge at a point no less than three (3) times the diameter of the inlet pipe above the overflow of such tanks and must be approved by the Town in writing.

21 CHECK VALVES, RELIEF VALVES, FLUSH VALVES, AND VACUUM BREAKERS

- 21.1 Customers having boilers, hot water heating systems or hot water heaters connected directly to the distribution mains of the Town must have a check valve in the supply pipe to any heating system and a relief valve at some point between the check valve and heating system.
- 21.2 Customers are cautioned against danger of damage to boilers, since it is sometimes necessary to shut off the supply of water without notice. A vacuum relief valve should be installed in the Customer's supply line to minimize damage in the event the water supply is interrupted.
- 21.3 The Town will not be responsible for accidents or damages resulting from the imperfect action or failure of check, relief or vacuum valves.
- 21.4 Check valves, relief valves, flush valves and vacuum breakers required or recommended by this Rule must be provided, installed and maintained by and at the expense of the Customer.

22 CROSS-CONNECTIONS

- 22.1 By-pass arrangements, jumper connections, removable section, swivel or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur, are considered to be cross-connections.
- 22.2 No cross-connection will be permitted unless an acceptable form of protection against contamination by backflow into the water system is provided. Acceptable forms of protection must comply with all requirements and regulations of Water Pollution Control Board, any other or successor agency responsible for such matters, and any local regulatory health agency. The required protective device or system shall be provided, installed, and maintained by the Customer in good working condition, at the Customer's expense and shall be subject to the inspection, testing, and approval of the Town before being placed in service, and at such times thereafter as may be deemed necessary by the Town.
- 22.3 Any cross-connection made or permitted to exist which is in violation of the provisions of this Rule shall be immediately removed or corrected. Failure of the Customer to do so may result in immediate termination of water service in accordance with Rule 17.2.

23 EXTENSION OF DISTRIBUTION MAINS

- 23.1 Upon written request for service by a main extension applicant, the Town shall extend a main and make available for service if:
- (1) the cost of such installation does not exceed three (3) times the estimated annual revenue from the original Customer, or Customers and
 - (2) such Customer, or Customers, agrees to take service within one (1) month following the completion date of the main extension. In such case, the Town may require the prospective Customer or Customers to agree to use the Town's water service for a period of three years and a bond may be required to protect against earlier termination of service.
- 23.2 If the cost of the main extension required in order to furnish water service by the Town is greater than the free extension specified in Rule 23.1, such extension shall be made only at the expense of the Customer.
- 23.3 The Town will install main extensions through its employees or agents. The Town will also permit the developer requesting a main extension to install

same in accordance with the Town's standards and specifications and transfer same to the Town.

23.4 Any developer or customer who completes a main extension, in which the main installed is required to extend across property that is not owned by the developer or customer, may have the ability to recoup costs for such installation per an agreement that would be entered into with the Town. Such an extension shall be made only after receipt by the Town of a signed Off-Site Main Extension Agreement. The conditions under which it shall be refunded, the treatment of subsequent connectors, and other matters pertaining to the main extension shall be governed by the terms of the agreement.

23.5 The Town reserves the right to exclusively determine whether or not a particular main extension meets the requirements to substantiate an Off-Site Main Extension Agreement or not.

23.6 The Town shall under no circumstances be required to pay a subsequent connector fee for any agreement entered into with the Town.

24 INTERRUPTIONS IN OR CURTAILMENT OF WATER SUPPLY

24.1 The Town reserves the right at any time to shut off the water in the distribution mains without notice in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business or utility reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for public fire service or other emergencies whenever the public welfare may so require.

24.2 Notwithstanding any other provision in these Rules, the Town schedule of rates and charges, or any contract or agreement between the Town and any Customer, when, in the judgment of the Town, sufficient supplies of water are not available to the Town, for any reason, to meet all existing and reasonably anticipated demands for service or to preserve and replenish its storage in amounts sufficient to provide fire protection on its system, the Town shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.

24.3 During any period in which the Town is restricting or curtailing water service due to lack of supply, the Town shall not supply new service or additional service to any Customer within the same operation, except for occupied residential Premises for which application for service has previously been made.

- 24.4 Whenever feasible, prior to restricting or curtailing water service due to lack of supply, the Town shall use its best efforts to inform the public in general of the emergency nature of its water supply situation and request voluntary curtailment of water usage by all Customers. If, in judgment of the Town, the voluntary curtailment of usage is not sufficient to protect the health and safety of its Customers or to preserve and replenish its reservoir storage for fire service, the Town shall proceed to restrict and curtail.
- 24.5 In the application of this Rule, the Town shall endeavor to maintain a supply of water to provide for sanitary and health requirements of its residential and human needs Customers (hospitals, medical centers, nursing homes, and apartments) and its fire service. The Town shall first order curtailment of usage by all Customers for sprinkling, decorative fountains, swimming pools, and other similar nonessential usage. Thereafter, the Town shall curtail or limit on a pro-rata basis water usage to all Customers whose average daily volume of water purchased during the preceding calendar year exceeded 100,000 gallons for any billing month during such period; provided, the Town reserves the right to order temporary, limitation or interruption of water usage for any Customer without regard to any priority of service when in its judgment such temporary, limitation or interruption is necessary to forestall injury to life or property. If the Customer fails to comply with any mandatory restriction, limitation or interruption of service imposed under this Rule, the Town may shut off service to such Customer.
- 24.6 Notice by the Town to Customers of any such restrictions or curtailments may be given by letter, statement or post card deposited in the United States mail or such notice may be given orally by any authorized agent of the Town, either in person or statement utilizing mass media or by telephone. The notice shall be considered given when actually communicated in the case of oral notice and when deposited in the United States mail when notice is given by letter, statement or post card.

25 PLUMBING REGULATIONS AND WORK

- 25.1 All plumbing work shall be done in accordance with the applicable plumbing codes of Governmental Units and/or regulations adopted by any duly constituted board or commission having jurisdiction with respect to such matters.
- 25.2 All plumbing work done in connection with pipe and fixtures connected with the Town's distribution mains shall be submitted for the inspection of the Town before such work is covered.
- 25.3 Where plumbing work, upon inspection, is found to be in violation of any plumbing ordinance code or of these Rules or of the applicable regulations of any Governmental Unit, board or commission having jurisdiction over

such matters, water service will be terminated by the Town upon written notice thereof from such duly constituted authority.

- 25.4 No plumber shall part with the possession of a key for turning on or off the water, except to an employee of the Town.
- 25.5 After testing any work, the plumber shall turn off the water from such Premises, except where the work is a simple extension or additional fixture on a Customer's Service Pipe then in use. Where water was found turned off previous to making alterations or repairs plumbers shall not leave water turned on when work is completed.
- 25.6 No plumber, employee of a plumber or any other person shall turn on water to any Premises, whether supplied by old or new service, without written permission from the Town.
- 25.7 In case of emergencies, plumbers are permitted to turn off and subsequently turn on the supply of water to a Premises, but notice thereof shall be given the Town within (24) hours after doing so.
- 25.8 No plumber, customer, occupant, owner or agent thereof shall connect to the Town's distribution main or to any Service Pipe, or extend pipes there from to any Premises for the purpose of securing a supply of water, until application has been made therefore to the Town as provided in these Rules, and permission for doing so has been granted by the Town in writing.

26 RESPONSIBILITY OF THE TOWN

- 26.1 The Town shall not be liable for damages for any act, omission or event caused by strikes, acts of God or unavoidable accidents.
- 26.2 The Town shall not be liable for damages caused by defective piping, equipment, facilities, or plumbing owned by the Customer.
- 26.3 The Town does not guarantee to furnish at all times any given quantity of water for fire or for general purposes or that interruptions and fluctuations in service will not occur. In the event there occurs any excess or deficiency in the pressure, volume or supply of water for any cause whatsoever, other than willful misconduct or gross negligence on the part of the Town, the Town shall not in any way or under any circumstances be held liable or responsible to any person, firm, corporation or Governmental Unit for any loss or damage resulting there from.
- 26.4 Unless due to willful misconduct or gross negligence on the part of the Town, the Town shall not be liable for any damages resulting from the breaking of mains, Town Service Pipes, or Customer Service Pipes, from

any interruption of the supply of water caused by the malfunction of machinery or facilities or by the stoppage thereof for necessary repairs or maintenance, or from any other act, omission or event.

27 ALL AGREEMENTS TO BE IN WRITING

- 27.1 No premises, agreements or representations of any agent or employee of the Town shall be binding upon the Town unless incorporated in a written agreement signed by a duly authorized officer or employee of the Town.

28 METERING POLICY FOR COMMERCIAL AND MULTI-FAMILY HOUSING UNITS

- 28.1 There are various alternatives for metering arrangements that can be applied to commercial and multi-family units and manufactured housing customers. Generally, this arrangement could consist of master metering versus some increased level of metering, to the extent of metering every single unit within a particular establishment. The types of customer typically affected by this policy would be shopping centers, apartment complexes, condominiums, and manufactured housing developments. A commonality with these types of customers is that there are multiple tenants on a single parcel of private property that may include private streets or public access parking lots.
- 28.2 Listed below are standards that govern metering arrangements for the noted type of customer. Deviation from these standards should be discussed with the Director of Public Works prior to making a commitment with the owners of such developments. Fire protection arrangements and other potential future development in the area are important considerations when deviating from the standards of this policy.

28.2.1 Manufactured Housing Development

Manufactured housing developments will be individually metered. This position requires the following conditions to occur:

- (a) Town will own mains
- (b) Mains will be located in easement or public right-of-way, outside of pavement
- (c) Mains will be a minimum of 15 feet from any residence
- (d) Readily accessible space, outside of pavement, will be available for meter pits

28.2.2 Apartment Complex

Apartment units (buildings) within an apartment complex will be master metered. This position requires the following conditions to occur:

- (a) Town will own mains
- (b) Mains will be located in easement or public right-of way, outside of pavement
- (c) Mains will be a minimum of 15 feet from any residence
- (d) Readily accessible space, outside of pavement, will be available for meter pits or a utility room in a multi-unit building will be provided for meter installation

28.2.3 Shopping Centers

Shopping Centers will be master metered. If the owner desires fire protection, a separate fire service will be provided.

28.2.4 Condominiums

Condominiums will be individually metered since individuals own the units. The conditions stated in the apartment complex standard above (a-d) apply here, as well.

29 MAIN BREAK REPAIR AND TESTING PROCEDURE

After repairs are completed water mains must be flushed and tested to confirm the absence of coliform bacteria. When possible, make the repair without shutting down the main to maintain water pressure. When pipe sections have to be isolated, operate appropriate valves to minimize the population affected by interrupted service. Contact the Director of Public Works for assistance with water quality matters.

29.1 Repairs under pressure.

29.1.1 Clean and swab all repair parts that will come into contact with water using a chlorine solution.

29.1.2 Check the chlorine residual near the repair after flushing to be sure it is equal to chlorine residuals in the surrounding areas of the repair. If the chlorine residual near the repair is substantially lower than the surrounding areas of the repair, then additional flushing is necessary. If satisfactory chlorine residual cannot be restored then disinfecting of the water main should be considered.

- 29.1.3 After the main is repaired, test for bacteria by collecting samples on both sides of the repair area. If the result is coliform positive, additional flushing and bacteria samples from the main will be necessary.

Field sampling: Chlorine residual will be checked at sites on both sides of the repair. Bacteriological samples will be collected within the main repair area on two consecutive days.

29.2 Repairs when pressure is zero.

- 29.2.1 Isolate the section of main to minimize the number of customers with interrupted service.
- 29.2.2 Notify all the customers that are affected by the main shutdown. Advise them to run water for 10 minutes to waste after pressure is restored, and until water runs clear (Town of Westfield Public Works Notice).
- 29.2.3 Conduct main repair. Clean and swab all repair parts that will come into contact with water using a chlorine solution. Ensure proper sanitary conditions for the repair and consider the possibility of contamination from cross connections. An unusual appearance or odor from water flowing from the main is strongly indicative of a backflow from a cross connection.
- 29.2.4 Restore pressure and extensively flush the isolated area.
- 29.2.5 Check the chlorine residual within and around the affected area.
- 29.2.6 If the chlorine residual in the affected area is similar to the non-affected area, then collect bacteria samples within and around the affected area. Bacteria samples should be collected at sanitary sampling sites within commercial buildings or residences. Samples are collected after properly disinfecting the sampling point and a 10-minute flushing. The number of samples collected will depend on the size of the area affected by the shutdown (Table 1).
- 29.2.7 Two sets of bacteria samples have to be collected 24 hours apart from the same locations.
- 29.2.8 If the chlorine residual is lower than normal in the affected area, then this condition will be considered as an indication of water main contamination. Flush and retest for chlorine residual. If the chlorine residual remains low, shutdown and disinfect this section.

If there is an indication that the main has been contaminated the a “boil water advisory” should be considered until bacteria samples confirm the water is bacteriologically safe for consumption.

Table 1: Testing for main breaks

Affected Area	Population Affected	Contact Director	Public Notification	No. of samples on each side of the affected area	No. of samples collected in affected area
Restricted	1-5 customers	Yes	Door to Door in affected area		
Localized	>5 customers	Yes	Door to Door in affected area		
Extended	Up to 1/3 of DS	Yes	Door to Door in affected area*		
General	> 1/3 of the DS	Yes	Notification from other as directed by Director		

* When door-to-door notification is not manageable, local operation will ask the corporate office to initiate the notification process via media (radio, or television).

29.3 Town Notification

Town of Westfield Public Works

Dear Town of Westfield Public Works Customer:

Due to a main repair in your neighborhood, you will experience low water pressure. The main will be repaired and cleaned, and bacteriological samples will be collected according to IDEM regulations (327 IAC 8-7-1).

It is recommended that the water should be run for 10 minutes to waste after pressure is restored, and until you water runs clear.

We apologize for the inconvenience caused by this incident and will continue to strive to provide you with high quality water.

Town of Westfield Public Works

30 GENERAL

30.1 No person shall turn the water on or off at any street valve, corporation cock, curb stop, copper setter or other connection, or disconnect or remove any meter without the consent of the Town.

30.2 No electric wires shall be grounded on the mains of the Town or on any Service Pipes or pipes or fixtures or any kind which have a metallic connection with the mains of the Town.

Exhibit "A1"
Town of Westfield
Water Service Rates and Charges

Section B. Existing Areas Serviced by Westfield. For those areas served by Westfield prior to the acquisition by Westfield of the operations of HWU, which areas are identified on the attached service area map, the rates and charges will be as follows:

Section B.1 Metered Rates

	(2000 gallons)
Monthly Minimum Charge 5/8", 3/4", and 1":	\$8.76
<u>Monthly Usage</u>	<u>Per 1,000 Gallons</u>
First 3,000 gallons	\$4.38
Next 2,000 gallons	\$3.39
Next 20,000	\$2.85
All over 25,000 gallons	\$2.47

Section B.2 Hydrant Rentals

Private Hydrant Rental per year	\$790.32
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Section B.3 Sprinkler Systems-Annual Rental

<u>Meter Size (inches)</u>	<u>Annual Rental</u>
2 inches	\$157.59
3 inches	\$316.37
4 inches	\$473.96
6 inches	\$790.32
8 inches	\$1,423.04
10 inches	\$2,835.59

Exhibit "A1" Continued

Section B.4 Areas Previously Served by HWU. For those areas served by Westfield after its acquisition of HWU but served by HWU prior to such acquisition, which areas are identified on the attached service area map, the rates and charges shall be as follows:

Section B.4.1 Metered Rates

Residential Monthly Minimum Charge (2,780 gals.)	\$7.25
Commercial Monthly Minimum Charge (5,000 gals.)	\$13.05

<u>Monthly Usage</u>	<u>Per 1,000 gallons</u>
First 5,000 gallons	\$2.61
Next 5,000 gallons	\$2.18
Next 15,000 gallons	\$1.74
All over 25,000 gallons	\$1.31

Section B.4.2 Hydrant Rental

Monthly Private Hydrant Rental-Per Inch of Hydrant Size on Private Property	\$4.35
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Section B.4.3 Sprinkler Systems-Monthly Rental

Monthly Charge	\$4.35 per inch
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Section B.5 Services to Other Areas. In addition to the rates, fees, and charges set forth above, all customers located outside of the corporation limits of the Town (but excluding any customer subject to Section B.4) shall be billed an additional monthly charge of \$4.44 to defray the costs of fire protection provided to such areas.

Section B.6 Reconnection Charge

All customers shall be subject to a reconnection charge of

Reconnection Charge	\$20.00
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Section B.7 Bad Check or Insufficient Funds Charge

All customers shall be subject to a bad check charge or insufficient Funds charge in the amount of

Insufficient Funds Charge	\$20.00
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Exhibit "A1" Continued

Section B.8 Administrative Account Change Fee. A customer who chooses to change information their account shall be assessed a fee for such change. (In leau of Meter Connection Fee or Meter Deposit Fee.)

Administrative Account Change Fee	\$15.00
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Section B.9 Lawn Irrigation Permit. Any customer who chooses to own or operate a lawn irrigation service, must obtain a Lawn Irrigation Permit through the Town Public Works Department.

Lawn Irrigation Permit	\$15.00
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Section B.10 Fire Service Application. Any customer who plans on installing a fire service must complete a Fire Service Application.

New Fire Service Application Fee	\$20.00
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Section B.11 Change in Existing Fire Service. Any customer who plans to modify or change an existing Fire Service must complete a Application for Existing Fire Service.

Change In Existing Fire Service Fee	\$20.00
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Section B.12 Meter Testing Charge. Any customer who requests a meter test that requires a fee to be paid as established under Rules 11.6 and 11.7 shall pay as follows:

5/8" Meter Test	\$8.00
1" Meter Test	\$16.00
2" Meter Test	\$20.00
Greater than 2"	Actual Cost